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11 Attorneys for Defendant

12 CREDIT ACCEPTANCE CORPORATION

13
14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 PATRICIA SIMPSON,
17 Plaintiff,

18 vs.

19 CREDIT ACCEPTANCE CORPORATION
and DOES 1 through 100 inclusive,

20 Defendant.

Case No. 3:17-cv-01295
Hon.
Courtroom

21 **NOTICE OF REMOVAL TO FEDERAL**
22 **COURT**

23 Action Filed: January 18, 2017
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1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**
 2 **NORTHERN DISTRICT OF CALIFORNIA AND ALL PARTIES AND THEIR**
 3 **ATTORNEYS OF RECORD:**

4 Defendant Credit Acceptance Corporation (“Credit Acceptance”), by counsel, and pursuant
 5 to 28 U.S.C. §§ 1441 and 1446, hereby removes the above-entitled action, which is currently
 6 pending in the Superior Court of the State of California, County of Alameda, to the United States
 7 District Court for the Northern District of California. Credit Acceptance alleges that it is entitled to
 8 removal pursuant to 28 U.S.C. § 1331, based upon federal question jurisdiction, and states as
 9 follows:

10 **Background**

11 1. On January 18, 2017, Plaintiff Patricia Simpson (“Plaintiff”) commenced an action
 12 against Credit Acceptance in the Superior Court of the State of California, County of Alameda,
 13 Case No. RG17846081, by filing a Complaint for Damages, alleging three claims against Credit
 14 Acceptance including claims for alleged violations of the (a) Telephone Consumer Protection Act,
 15 47 U.S.C. § 227, *et seq.* (“TCPA”), and (b) Fair Debt Collection Practices Act, 15 U.S. Code §
 16 1692, *et seq.* (“FDCPA”) (the “State Court Action”).

17 2. Credit Acceptance has not yet filed an answer or otherwise responded to Plaintiff’s
 18 Complaint in the State Court Action.

19 3. The Complaint constitutes “all process, pleadings and orders served upon” Credit
 20 Acceptance in this action to date. 28 U.S.C. § 1446(a). *See* Exhibit A.

21 **Timeliness of Removal**

22 4. Credit Acceptance received notice of this action through the purported service of
 23 the Complaint on February 10, 2017. Therefore, this notice of removal is timely under 28 U.S.C. §
 24 1446(b) and Federal Rule of Civil Procedure, Rule 6(a), because less than 30 days have passed
 25 since Credit Acceptance received a copy of the Complaint.

26 **Removal Jurisdiction**

27 5. Removal to the United States District Court for the Northern District of California is
 28 proper because this is the district and division which embraces the country in which Plaintiff filed

1 the State Court Action. 28 U.S.C. § 1441(a).

2 6. Assignment to the San Francisco or Oakland Division is appropriate under Local
3 Rule 3-2(d) because this is alleged to be a civil action arising in the County of Alameda.

4 7. This action is properly removable under 28 U.S.C. § 1441 because this Court has
5 original jurisdiction of this case under 28 U.S.C. § 1331, which provides in pertinent part: “[t]he
6 district courts shall have original jurisdiction of all civil actions arising under the Constitution,
7 laws, or treaties of the United States.” 28 U.S.C. § 1331. Specifically, Plaintiff alleges that Credit
8 Acceptance violated the TCPA and FDCPA. *See* Exhibit A, Complaint, paras. 1, 14-20, 25-32;
9 *Mims v. Arrow Financial Services, LLC*, 132 S.Ct. 740, 753 (2012).

10 8. Accordingly, this is a civil action “arising under the Constitution, laws, or treaties
11 of the United States” pursuant to 28 U.S.C. § 1331, and removal is appropriate pursuant to 28
12 U.S.C. §§ 1441, 1446.

13 9. This Court has supplemental jurisdiction over all other claims asserted by Plaintiff
14 pursuant to 28 U.S.C. § 1367(a) and 28 U.S.C. § 1441(c).

15 **Notice to State Court and Plaintiff**

16 10. Pursuant to 28 U.S.C. § 1446(d), Credit Acceptance is promptly providing written
17 notice of this removal to Plaintiff and will immediately file a copy of this Notice of Removal with
18 the Clerk of the Superior Court of the State of California, County of Alameda.

19 11. Pursuant to 28 U.S.C. § 1446(a), attached as Exhibit A are accurate copies of all
20 papers received as of March 10, 2017.

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1 WHEREFORE, Defendant Credit Acceptance Corporation respectfully requests that the
2 above-entitled action be removed from the Superior Court of the State of California, County of
3 Alameda to this Court.

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5 DATED: March 10, 2017

SEVERSON & WERSON
A Professional Corporation

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8 By: /s/ Courtney C. Wenrick
Courtney C. Wenrick

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10 Attorneys for Defendant
CREDIT ACCEPTANCE CORPORATION
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